

<i>SERFF Tracking Number:</i>	<i>PHAR-125566637</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Pharmacists Mutual Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$150</i>
<i>Company Tracking Number:</i>	<i>AR-CL-07-08-F</i>		
<i>TOI:</i>	<i>05.2 Commercial Multi-Peril - Liability Portion</i>	<i>Sub-TOI:</i>	<i>05.2003 Commercial Package</i>
	<i>Only</i>		
<i>Product Name:</i>	<i>Adopt AAIS revised Commercial Liability revisions</i>		
<i>Project Name/Number:</i>	<i>/</i>		

Filing at a Glance

Company: Pharmacists Mutual Insurance Company

Product Name: Adopt AAIS revised CommercialSERFF Tr Num: PHAR-125566637 State: Arkansas

Liability revisions

TOI: 05.2 Commercial Multi-Peril - Liability
Portion Only

SERFF Status: Closed

State Tr Num: EFT \$150

Sub-TOI: 05.2003 Commercial Package

Co Tr Num: AR-CL-07-08-F

State Status: Fees verified and
received

Filing Type: Form

Co Status:

Reviewer(s): Betty Montesi,
Llyweyia Rawlins, Brittany Yielding
Disposition Date: 04/14/2008

Authors: Lori Stokes, Karleen
Wittkopf

Date Submitted: 04/02/2008

Disposition Status: Approved

Effective Date Requested (New): 07/01/2008

Effective Date (New): 07/01/2008

Effective Date Requested (Renewal): 07/01/2008

Effective Date (Renewal):
07/01/2008

State Filing Description:

General Information

Project Name:

Status of Filing in Domicile:

Project Number:

Domicile Status Comments:

Reference Organization: AAIS

Reference Number: AAIS-2006-7/AR-PC-06-
018155

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 04/14/2008

State Status Changed: 04/14/2008

Deemer Date:

Corresponding Filing Tracking Number: AR-CL-07-08-R

Filing Description:

Pharmacists Mutual Insurance Company is a member of AAIS for our Commercial Liability program in your state. The purpose of this filing is to adopt AAIS' endorsment revisions. As well, we are filing revisions to our independent

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 Only
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endorsements.

Company and Contact

Filing Contact Information

Lori Stokes, lori.stokes@phmic.com
 PO Box 370 (800) 247-5930 [Phone]
 Algona, IA 50511

Filing Company Information

Pharmacists Mutual Insurance Company CoCode: 13714 State of Domicile: Iowa
 808 Highway 18 West Group Code: 775 Company Type: Mutual
 P.O. Box 370
 Algona, IA 50511 Group Name: State ID Number:
 (800) 247-5930 ext. [Phone] FEIN Number: 42-0223390

Filing Fees

Fee Required? Yes
 Fee Amount: \$150.00
 Retaliatory? No
 Fee Explanation: \$20 * 5 previous endorsements approved
 \$50 * 1 new endorsement
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Pharmacists Mutual Insurance Company	\$150.00	04/02/2008	19214132

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	04/14/2008	04/14/2008

SERFF Tracking Number:	PHAR-125566637	State:	Arkansas
Filing Company:	Pharmacists Mutual Insurance Company	State Tracking Number:	EFT \$150
Company Tracking Number:	AR-CL-07-08-F		
TOI:	05.2 Commercial Multi-Peril - Liability Portion	Sub-TOI:	05.2003 Commercial Package Only
Product Name:	Adopt AAIS revised Commercial Liability revisions		
Project Name/Number:	/		

Disposition

Disposition Date: 04/14/2008

Effective Date (New): 07/01/2008

Effective Date (Renewal): 07/01/2008

Status: Approved

Comment: For future reference, for the state of Arkansas form filings are only \$50. It doesn't matter how many forms you have in a filing.

Rate data does NOT apply to filing.

SERFF Tracking Number: PHAR-125566637 State: Arkansas

Filing Company: Pharmacists Mutual Insurance Company State Tracking Number: EFT \$150

Company Tracking Number: AR-CL-07-08-F

TOI: 05.2 Commercial Multi-Peril - Liability Portion Sub-TOI: 05.2003 Commercial Package Only

Product Name: Adopt AAIS revised Commercial Liability revisions

Project Name/Number: /

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Form	Pharmacy Services Professional Liability Coverage	Approved	Yes
Form	Employee Redefined	Approved	Yes
Form	Pharmacy Liquor Liability	Approved	Yes
Form	Home Health Care Consultation Services Liability	Approved	Yes
Form	Home Health Care Services Liability	Approved	Yes
Form	Financial Loss Liability	Approved	Yes
Form	Additional Pharmacy/Home Health Care Coverages	Approved	Yes
Form	Pharmacy Professional Liability Coverage	Approved	Yes

SERFF Tracking Number: PHAR-125566637 State: Arkansas

Filing Company: Pharmacists Mutual Insurance Company State Tracking Number: EFT \$150

Company Tracking Number: AR-CL-07-08-F

TOI: 05.2 Commercial Multi-Peril - Liability Portion Sub-TOI: 05.2003 Commercial Package Only

Product Name: Adopt AAIS revised Commercial Liability revisions

Project Name/Number: /

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Pharmacy Services Professional Liability Coverage	PM 1014C	(07-08)	Endorsement/Amendment/Conditions	Replaced Form #: PM 1014 (3-99) Previous Filing #:		PM 1014C (07-08).pdf Side by Side Comparison of PM1014C.pdf
Approved	Employee Redefined	PM 1114C	(07-08)	Endorsement/Amendment/Conditions	Replaced Form #: GL-913 1.0 Previous Filing #:		PM 1114C (07-08).pdf Side by Side Comparison of PM1114C.pdf
Approved	Pharmacy Liquor Liability	PM 1026C	(07-08)	Endorsement/Amendment/Conditions	Replaced Form #: PM 1026 (5-92) Previous Filing #:		PM 1026C (07-08).pdf Side by Side Comparison of PM1026C.pdf
Approved	Home Health Care Consultation Services Liability	PM 1093C	(07-08)	Endorsement/Amendment/Conditions	Replaced Form #: PM 1093 (3-03) Previous Filing #:		PM 1093C (07-08).pdf Side by Side Comparison of PM1093C.pdf
Approved	Home Health Care Services Liability	PM 1098C	(07-08)	Endorsement/Amendment/Conditions	Replaced Form #: PM 1098 (2-03) Previous Filing #:		PM 1098C (07-08).pdf Side by Side Comparison

SERFF Tracking Number: PHAR-125566637 State: Arkansas
 Filing Company: Pharmacists Mutual Insurance Company State Tracking Number: EFT \$150
 Company Tracking Number: AR-CL-07-08-F
 TOI: 05.2 Commercial Multi-Peril - Liability Portion Sub-TOI: 05.2003 Commercial Package
 Only
 Product Name: Adopt AAIS revised Commercial Liability revisions
 Project Name/Number: /

of
 PM1098C.pdf
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Approved	Financial Loss Liability	PM 1113C(07-08)	Endorsement/Amendment/Conditions	PM 1113C (07-08).pdf
Approved	Additional Pharmacy/Home Health Care Coverages	PM 1015A (3-99)	Endorsement/Amendment/Conditions	Replaced Form #: Previous Filing #:
Approved	Pharmacy Professional Liability Coverage	PM 1014a (3-99)	Endorsement/Amendment/Conditions	Replaced Form #: Previous Filing #:

– Please Read This Carefully –

PHARMACY SERVICES PROFESSIONAL LIABILITY COVERAGE

With respect to the coverage provided by this endorsement, the Commercial Liability Coverages are amended as follows. All other provisions of the policy apply.

DEFINITIONS

The following definition is amended, as follows:

Definition 18. "Products/completed work hazard", paragraph c. is deleted and replaced with the following:

- c. Neither of these hazards include "bodily injury" or "property damage" arising out of:
 - 1) the transportation of property, unless the injury or damage arises out of a condition in or on a vehicle, created by "loading or unloading";
 - 2) the presence of tools, uninstalled equipment, or abandoned or unused materials;
 - 3) products or work for which the classification on the "declarations" specifies *including Products/Completed Work*; or
 - 4) "pharmacy services".

The following definitions are added:

"Pharmacy services"

A) means:

- 1) The interpretation, evaluation, preparation and dispensing of prescription orders;
- 2) Participation in drug and device selection (including, where permitted by law, prescribing by protocol, agreement or collaborative practice or the prescribing of legally recognized pharmacist-class of drugs or devices);
- 3) The administering of drugs, including immunizations, by an "insured" pharmacist or "insured" pharmacy student where permitted by law;
- 4) Drug regimen reviews;
- 5) Drug or drug-related research;
- 6) Medication consulting and patient counseling which are related to drugs, medical devices or medical conditions;

- 7) "Compounding";
- 8) Storage of drugs and devices;
- 9) Maintenance of proper records for drugs and devices; or
- 10) Pharmaceutical care and other services of a professional nature legally performed by an "insured" pharmacist or "insured" pharmacy student.

B) does not mean:

- 1) services not arising out of the business of the "insured", as listed on the "declarations"; or
- 2) the administering of drugs or medical devices for cosmetic purposes.

"Compound", "Compounded", or "Compounding":

A) means the mixing of components into a drug preparation:

- 1) as the result of a licensed medical prescriber's prescription drug order or initiative, based on the prescriber / patient / pharmacist relationship in the course of professional practice;
- 2) for the purpose of, or as an incident to, research, teaching, or chemical analysis and not for sale or dispensing;
- 3) pursuant to a lawful request by a licensed medical prescriber for a drug to be used by the prescriber for the purpose of direct administration to patients; or
- 4) in anticipation of receiving prescription drug orders based on routine, regularly observed prescribing patterns. However, the amount of product compounded pursuant to this paragraph is limited by the storage condition requirements of USP <795> and USP <797>.

B) also includes drug preparations that may be commercially available in the marketplace, as long as the "compounded" drug:

- 1) is either different from the Food and Drug Administration-approved product based upon

the specific medical needs of the patient, or is temporarily unavailable to the pharmacy and there is an immediate need for the product by the patient; and

- 2) is based on the existence of a licensed medical prescriber / patient / pharmacist relationship and the presentation of a valid prescription order.

"Manufacturing" means the preparation of components into a drug product not specifically described within the definition of "compounding".

- c) the dispensing of prescription orders based upon telephonic, electronic or online medical consultations without there being a pre-existing patient - prescriber relationship that has included an in-person physician examination;

- 2) "compounding" that contains a drug component which has been withdrawn or removed from the market for reasons of safety; or

- 3) "manufacturing".

EXCLUSIONS

EXCLUSIONS THAT APPLY TO BODILY INJURY, PROPERTY DAMAGE, PERSONAL INJURY, AND/OR ADVERTISING INJURY

Exclusions 2. is deleted and replaced with the following:

2. "We" do not pay for "bodily injury", "property damage", "personal injury", or "advertising injury" that arises out of the rendering or the failure to render a professional service, except as covered under Incidental Medical Malpractice Injury Coverage. However, this exclusion does not apply to "bodily injury", "property damage", "personal injury", or "advertising injury" arising out of the rendering or the failure to render "pharmacy services".

The following exclusion is added:

"We" do not pay for "bodily injury", "property damage", "personal injury", or "advertising injury" arising out of:

- 1) the rendering or failure to render "pharmacy services" by or with the knowledge or consent of an "insured" that involves:
 - a) a willful violation of a regulation or statute relating to "pharmacy services";
 - b) a violation of criminal or penal statute or a criminal act; or

HOW MUCH WE PAY

HOW MUCH WE PAY, 1. and 4. are deleted and replaced with the following:

1. The "limits" shown on the "declarations" and subject to the following conditions, are the most "we" pay regardless of the number of:

- a) "insureds" under the Commercial Liability Coverage;
- b) persons or organizations who sustain injury or damage;
- c) claims made or "suits" brought; or
- d) policy periods involved.

"Our" total liability under Commercial Liability Coverages for damages resulting from one loss will not exceed the "limits" shown on the "declarations" page. All "bodily injury" and "property damage" resulting from one "occurrence" or all "personal injury" and "advertising injury" resulting from one offense is considered the result of one loss.

The payment of a claim under Coverage M does not mean that "we" admit "we" are liable under other coverages.

4. The Each Occurrence Limit, subject to the General Aggregate Limit and the Products/Completed Work Hazard Aggregate Limit, is the most "we" will pay for the total of:

- a) "damages" under Coverages L, N, and O; and
- b) medical expenses under Coverage M, due to all "bodily injury" and "property damage" arising out of a single "occurrence".

A single "occurrence" includes:

- a) a "compounded" preparation prepared in a single batch for multiple prescriptions, regardless of the number of persons injured or the number of claims or suits brought;
- b) a single act or omission in the rendering or the failure to render "pharmacy services" that affects multiple prescriptions, regardless of the number of persons injured or the number of claims or suits brought; or
- c) an act or omission in the rendering or the failure to render "pharmacy services" to any one person, regardless of the number of times a prescription is refilled.

All "bodily injury" or "property damage" included within such "occurrence" will take place at the time the first "bodily injury" or "property damage" takes place.

DEFENSE COVERAGE

Defense Coverage is amended to include the following:

Limited Pharmacy License Defense Reimbursement

"We" will reimburse "you" for legal fees arising out of a disciplinary proceeding or official investigation by a state or federal agency against "you", "your" sole owner, "your" partners or "your" executive officers, for an action before a Board of Pharmacy arising out of the rendering or failure to render "pharmacy services" during the policy period.

The maximum amount reimbursed during the policy period shall not exceed \$10,000.

A \$500 deductible applies for each claim made.

Text and Font Comparison

Documents Compared

PM1014 0399.pdf

PM 1014C (07-08).pdf

Summary

1202 word(s) added

591 word(s) deleted

79 word(s) matched

79 word(s) differ in font

To see where the changes are, please scroll down.

This endorsement changes
the Commercial Liability Coverages
provided by this policy

~~Please Read This Carefully~~

~~PHARMACY PROFESSIONAL LIABILITY COVERAGE~~

~~The Commercial Liability Coverage of this policy is amended as shown below:~~

~~EXCLUSIONS THAT APPLY TO ALL COVERAGES~~

~~Exclusion 2. does not apply to professional liability arising out of the rendering or failure to render "pharmacy services".~~

~~"Pharmacy services" means:~~

- ~~(a) The interpretation, evaluation and dispensing of prescription orders.~~
- ~~(b) Participation in drug and device selection (including, where permitted by state or federal law, prescribing by protocol, agreement or collaborative practice or the prescribing of legally recognized pharmacist-class of drugs or devices).~~
- ~~(c) Drug administration including immunization, where permitted by state law by "you" as a pharmacist.~~
- ~~(d) Drug regimen reviews.~~
- ~~(e) Drug or drug related research.~~
- ~~(f) Medication consulting, patient counseling, and those acts or services necessary to provide pharmaceutical care.~~
- ~~(g) "Compounding" and labeling of drugs and devices (except labeling by a manufacturer, repackager, or distributor of non-prescription drugs and commercially packaged legend drugs and devices). "Pharmacy services" does not include "manufacturing".~~
- ~~(h) Proper and safe storage of drugs and devices.~~
- ~~(i) Maintenance of proper records for drugs and devices.~~
- ~~(j) All other services of a professional nature usually and customarily performed by a registered pharmacist or qualified pharmacy intern. This includes but is not limited to those professional services customarily performed by a community pharmacist, hospital pharmacist, consultant pharmacist, clinical pharmacist, long term care pharmacist, or nuclear pharmacist.~~

~~ADDITIONAL DEFINITIONS APPLYING TO THIS ENDORSEMENT:~~

~~In addition to all other definitions in this policy, for the purpose of this coverage (Pharmacy Professional Liability Coverage) for professional liability arising out of the rendering or failure to render "Pharmacy Services".~~

~~"Compounding" means the preparation, mixing, assembling, packaging, or labeling of a drug or device (i) as the result of a practitioner's prescription drug order or initiative based on the practitioner/patient/pharmacist relationship in the course of professional practice, or (ii) for the purpose of, or as an incident to, research, teaching, or chemical analysis and not for sale or dispensing. "Compounding" also includes the preparation of drugs or devices in anticipation of prescription drug orders based on routine, regularly observed prescribing patterns. "Compounding" also includes such other practices as are approved as a part of the practice of pharmacy by the Board of Pharmacy in the state in which "you" practice.~~

This endorsement changes the Commercial Liability Coverages
provided by this Policy

– Please Read This Carefully –

PHARMACY SERVICES PROFESSIONAL LIABILITY COVERAGE

With respect to the coverage provided by this endorsement, the Commercial Liability Coverages are amended as follows. All other provisions of the policy apply.

DEFINITIONS

The following definition is amended as follows:

Definition 18. "Products/completed work hazard" paragraph c. is deleted and replaced with the following:

- c. Neither of these hazards include "bodily injury" or "property damage" arising out of:
- 1) the transportation of property, unless the injury or damage arises out of a condition in or on a vehicle, created by "loading or unloading";
 - 2) the presence of tools, uninstalled equipment, or abandoned or unused materials;
 - 3) products or work for which the classification on the "declarations" specifies *including Products/Completed Work*; or
 - 4) "pharmacy services"

The following definitions are added:

"Pharmacy services"

A) means:

- 1) The interpretation, evaluation, preparation and dispensing of prescription orders;
- 2) Participation in drug and device selection (including, where permitted by law, prescribing by protocol, agreement or collaborative practice or the prescribing of legally recognized pharmacist-class of drugs or devices);
- 3) The administering of drugs, including immunizations, by an "insured" pharmacist or "insured" pharmacy student where permitted by law;
- 4) Drug regimen reviews;
- 5) Drug or drug-related research;
- 6) Medication consulting and patient counseling which are related to drugs, medical devices or medical conditions;

7) "Compounding";

8) Storage of drugs and devices;

9) Maintenance of proper records for drugs and devices; or

10) Pharmaceutical care and other services of a professional nature legally performed by an "insured" pharmacist or "insured" pharmacy student.

B) does not mean:

- 1) services not arising out of the business of the "insured" as listed on the "declarations"; or
- 2) the administering of drugs or medical devices for cosmetic purposes.

"Compound" "Compounded" or "Compounding":

A) means the mixing of components into a drug preparation:

- 1) as the result of a licensed medical prescriber's prescription drug order or initiative, based on the prescriber / patient / pharmacist relationship in the course of professional practice;
- 2) for the purpose of, or as an incident to, research, teaching, or chemical analysis and not for sale or dispensing;
- 3) pursuant to a lawful request by a licensed medical prescriber for a drug to be used by the prescriber for the purpose of direct administration to patients; or
- 4) in anticipation of receiving prescription drug orders based on routine, regularly observed prescribing patterns. However, the amount of product compounded pursuant to this paragraph is limited by the storage condition requirements of USP <795> and USP <797>.

B) also includes drug preparations that may be commercially available in the marketplace, as long as the "compounded" drug:

- 1) is either different from the Food and Drug Administration-approved product based upon

~~"Manufacturing" means the production, preparation, propagation, conversion, or processing of a drug or device, either directly or indirectly, by extraction from substances of natural origin or independently by means of chemical or biological synthesis, and includes any packaging or repackaging of the substance(s) or labeling or relabeling of its container, and the promotion and marketing of such drugs or devices. "Manufacturing" also includes the preparation and promotion of commercially available products from bulk compounds for resale by pharmacies, practitioners, or other persons.~~

~~ADDITIONAL EXCLUSION APPLYING TO THIS ENDORSEMENT:~~

~~In addition to all other exclusions in this policy, for the purpose of this coverage (Pharmacy Professional Liability Coverage) for professional liability arising out of the rendering or failure to render "pharmacy services", the following exclusion is added:~~

~~"We" do not pay for "bodily injury" or "property damage" or "personal injury" or "advertising injury" caused by willful violation of a statute, ordinance, or regulation relating to "pharmacy services" by or with the knowledge or consent of an "insured".~~

~~HOW MUCH WE PAY~~

~~The following is added to **How Much We Pay**:~~

~~For the coverage provided by this endorsement, any act or omission and all related acts or omission in the furnishing of "pharmacy services" to any one person is considered one "occurrence".~~

the specific medical needs of the patient, or is temporarily unavailable to the pharmacy and there is an immediate need for the product by the patient; and

- 2) is based on the existence of a licensed medical prescriber / patient / pharmacist relationship and the presentation of a valid prescription order.

"Manufacturing" means the preparation of components into a drug product not specifically described within the definition of "compounding"

EXCLUSIONS

EXCLUSIONS THAT APPLY TO BODILY INJURY, PROPERTY DAMAGE, PERSONAL INJURY, AND/OR ADVERTISING INJURY

Exclusions 2 is deleted and replaced with the following:

- 2 "We" do not pay for "bodily injury", "property damage", "personal injury" or "advertising injury" that arises out of the rendering or the failure to render a professional service, except as covered under Incidental Medical Malpractice Injury Coverage. However, this exclusion does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the rendering or the failure to render "pharmacy services"

The following exclusion is added:

"We" do not pay for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of:

- 1) the rendering or failure to render "pharmacy services" by or with the knowledge or consent of an "insured" that involves:
 - a) a willful violation of a regulation or statute relating to "pharmacy services";
 - b) a violation of criminal or penal statute or a criminal act; or

c) the dispensing of prescription orders based upon telephonic, electronic or online medical consultations without there being a pre-existing patient - prescriber relationship that has included an in-person physician examination;

- 2) "compounding" that contains a drug component which has been withdrawn or removed from the market for reasons of safety; or

- 3) "manufacturing"

HOW MUCH WE PAY

HOW MUCH WE PAY 1 and 4 are deleted and replaced with the following:

- 1 The "limits" shown on the "declarations" and subject to the following conditions, are the most "we" pay regardless of the number of:

- a) "insureds" under the Commercial Liability Coverage;
- b) persons or organizations who sustain injury or damage;
- c) claims made or "suits" brought; or
- d) policy periods involved.

"Our" total liability under Commercial Liability Coverages for damages resulting from one loss will not exceed the "limits" shown on the "declarations" page. All "bodily injury" and "property damage" resulting from one "occurrence" or all "personal injury" and "advertising injury" resulting from one offense is considered the result of one loss.

The payment of a claim under Coverage M does not mean that "we" admit "we" are liable under other coverages.

- 4 The Each Occurrence Limit, subject to the General Aggregate Limit and the Products/Completed Work Hazard Aggregate Limit, is the most "we" will pay for the total of:

- a) "damages" under Coverages L, N, and O; and
- b) medical expenses under Coverage M, due to all "bodily injury" and "property damage" arising out of a single "occurrence"

A single "occurrence" includes:

- a) a "compounded" preparation prepared in a single batch for multiple prescriptions, regardless of the number of persons injured or the number of claims or suits brought;
- b) a single act or omission in the rendering or the failure to render "pharmacy services" that affects multiple prescriptions, regardless of the number of persons injured or the number of claims or suits brought; or
- c) an act or omission in the rendering or the failure to render "pharmacy services" to any one person, regardless of the number of times a prescription is refilled.

All "bodily injury" or "property damage" included within such "occurrence" will take place at the time the first "bodily injury" or "property damage" takes place.

DEFENSE COVERAGE

Defense Coverage is amended to include the following:

Limited Pharmacy License Defense Reimbursement

"We" will reimburse "you" for legal fees arising out of a disciplinary proceeding or official investigation by a state or federal agency against "you" "your" sole owner, "your" partners or "your" executive officers, for an action before a Board of Pharmacy arising out of the rendering or failure to render "pharmacy services" during the policy period.

The maximum amount reimbursed during the policy period shall not exceed \$10,000.

A \$500 deductible applies for each claim made.

This endorsement changes the Commercial
Liability Coverage provided by this policy

– Please Read This Carefully –

EMPLOYEE REDEFINED

INCLUDES LEASED AND TEMPORARY WORKER

The Commercial Liability Coverage is amended as follows:

DEFINITIONS

The definition of “Employee” is deleted and replaced with the following:

“Employee” includes a “leased worker” or a “temporary worker”.

Text and Font Comparison

Documents Compared

GL913.pdf

PM1114C (07-08).pdf

Summary

59 word(s) added

66 word(s) deleted

8 word(s) differ in font

To see where the changes are, please scroll down.

~~This endorsement changes the Commercial
Liability Coverages provided by this policy.
PLEASE READ THIS CAREFULLY.~~

~~**EMPLOYEE REDEFINED INCLUDES LEASED AND TEMPORARY WORKERS**~~

The Commercial Liability Coverage is amended as follows:

~~**DEFINITIONS**~~

~~The definition of "employee" is deleted and replaced by the following:~~

~~"Employee" includes a "leased worker" and a "temporary worker".~~

This endorsement changes the Commercial
Liability Coverage provided by this policy

– Please Read This Carefully –

EMPLOYEE REDEFINED

INCLUDES LEASED AND TEMPORARY WORKER

The Commercial Liability Coverage is amended as follows:

DEFINITIONS

The definition of “Employee” is deleted and replaced with the following:

“Employee” includes a “leased worker” or a “temporary worker”

This endorsement changes the Commercial Liability Coverage
provided by this Policy

- Please Read This Carefully -

PHARMACY LIQUOR LIABILITY

With respect to the coverage provided by this endorsement, the Commercial Liability Coverages are amended as follows. All other provisions of the policy apply.

EXCLUSIONS

EXCLUSIONS THAT APPLY TO BODILY INJURY, PROPERTY DAMAGE, PERSONAL INJURY, AND/OR ADVERTISING INJURY

Exclusion 6. is deleted and replaced with the following:

6. "We" do not pay for "bodily injury", "property damage", "personal injury", or "advertising injury" arising out of any alcoholic beverage sold, furnished or served:
- 1) while any required license is suspended or after such license expires, is cancelled or revoked;
 - 2) in willful violation of a penal statute or ordinance committed by "you" or with "your" knowledge or consent;
 - 3) for which any award or indemnity for fines, penalties, exemplary or punitive damages or any other type of judgment is assessed and which does not compensate for actual loss or damage sustained; or
 - 4) for consumption on "your" premises;

HOW MUCH WE PAY

HOW MUCH WE PAY is amended with respect to the coverage, provided by this endorsement

The following is added:

The "limits", shown on the "declarations" for Pharmacy Liquor Liability, are the most "we" pay, regardless of the number of:

- a. "insureds" under the Commercial Liability Coverage;
- b. persons or organizations making claims or bringing "suits";
- c. claims made or "suits" brought; or
- d. policy periods involved.

The Pharmacy Liquor - Liability Aggregate Limit shown on the "declarations" is the most "we" will pay for all "damages" covered under this endorsement, subject to the General Aggregate Limit of the policy.

The Pharmacy Liquor Liability - Each Claim Limit, subject to the Pharmacy Liquor Liability - Aggregate Limit and the policy General Aggregate Limit, is the most "we" will pay for all "damages" arising out of a single "occurrence" covered under this endorsement.

Text and Font Comparison

Documents Compared

PM1026 0592.pdf

PM 1026C (07-08).pdf

Summary

282 word(s) added

156 word(s) deleted

61 word(s) matched

61 word(s) differ in font

To see where the changes are, please scroll down.

~~PHARMACY LIQUOR LIABILITY COVERAGE~~ ~~(COMMERCIAL LIABILITY)~~

~~In consideration of the additional premium paid the Commercial Liability Coverage of this policy is amended as shown below:~~

~~(1) "EXCLUSIONS THAT APPLY TO ALL COVERAGES"~~

~~Exclusion 7 does not apply to this policy.~~

~~(2) The following exclusions are added:~~

~~We do not pay for **bodily injury or property damage** arising out of any alcoholic beverage sold, furnished or served:~~

- ~~A. While any required license is suspended or after such license expires, is **cancelled**, or revoked.~~
- ~~B. In willful violation of a penal statute or ordinance committed by **you or with your knowledge or consent**.~~
- ~~C. For which any award or indemnity for fines, penalties, exemplary or punitive damages or any other type of judgment is assessed and which does not compensate for actual loss or damage **sustained**.~~
- ~~D. For consumption on your premises.~~

~~(3) "HOW MUCH WE PAY":~~

~~The following is added as an amendment to "HOW MUCH WE PAY":~~

~~Subject to each **Occurrence Limit** and the General Aggregate Limit, **our limit for Bodily Injury or Property Damage** covered under this endorsement is \$300,000 for each **occurrence** and \$300,000 **Aggregate Limit**, unless otherwise shown on the Declarations under "Pharmacy Liquor Liability".~~

This endorsement changes the Commercial Liability Coverage provided by this Policy.

- Please Read This Carefully -

PHARMACY LIQUOR LIABILITY

With respect to the coverage provided by this endorsement, the Commercial Liability Coverages are amended as follows. All other provisions of the policy apply.

EXCLUSIONS

EXCLUSIONS THAT APPLY TO BODILY INJURY, PROPERTY DAMAGE, PERSONAL INJURY, AND/OR ADVERTISING INJURY

Exclusion 6 is deleted and replaced with the following:

6. "We" do not pay for "bodily injury" "property damage" "personal injury" or "advertising injury" arising out of any alcoholic beverage sold, furnished or served:
- 1) while any required license is suspended or after such license expires, is cancelled or revoked;
 - 2) in willful violation of a penal statute or ordinance committed by "you" or with "your" knowledge or consent;
 - 3) for which any award or indemnity for fines, penalties, exemplary or punitive damages or any other type of judgment is assessed and which does not compensate for actual loss or damage sustained; or
 - 4) for consumption on "your" premises;

HOW MUCH WE PAY

HOW MUCH WE PAY is amended with respect to the coverage provided by this endorsement

The following is added:

The "limits" shown on the "declarations" for Pharmacy Liquor Liability are the most "we" pay, regardless of the number of:

- a. "insureds" under the Commercial Liability Coverage;
- b. persons or organizations making claims or bringing "suits";
- c. claims made or "suits" brought; or
- d. policy periods involved.

The Pharmacy Liquor - Liability Aggregate Limit shown on the "declarations" is the most "we" will pay for all "damages" covered under this endorsement, subject to the General Aggregate Limit of the policy.

The Pharmacy Liquor Liability - Each Claim Limit, subject to the Pharmacy Liquor Liability - Aggregate Limit and the policy General Aggregate Limit, is the most "we" will pay for all "damages" arising out of a single "occurrence" covered under this endorsement.

– Please Read This Carefully –

Home Health Care Consultation Services Liability

With respect to the coverage provided by this endorsement, the Commercial Liability Coverages are amended as follows. All other provisions of the policy apply.

DEFINITIONS

The following definitions are added:

“Home health care professional” means an individual whose professional duties are ancillary or supplemental to the duties of a physician, surgeon, dentist or other professional licensed by law to prescribe medications. “Home health care professional” includes a registered nurse, licensed practical nurse, respiratory therapist, physical therapist, orthotist or other similar health care professional. “Home health care professional” does not include a pharmacist, physician, surgeon, physician assistant, dentist, nurse anesthetist, nurse practitioner, midwife, or any health care professional licensed by law to prescribe medications.

“Home health care services provider” means an individual who has received training in specialized areas of home health care services. “Home health care services provider” includes an orthotic fitter, certified nursing assistant, oxygen technician or other similar health care provider. “Home health care services provider” does not include a pharmacist, physician, surgeon, physician assistant, dentist, nurse anesthetist, nurse practitioner, midwife, or any health care professional licensed by law to prescribe medications.

“Home health care consultation services” means advising and instructing “your” patient, or caregiver of “your” patient, by a “home health care professional” or “home health care services provider” when such advice and instruction is the recognized duty of the “home health care professional” or “home health care services provider”. “Home health care consultation services” includes health screening activities, but does not include laboratory procedures or any other procedures taken for the purpose of determining medical diagnosis or treatment.

“Medical Director” means a licensed physician or medical organization with which “you” have a written contract.

EXCLUSIONS

EXCLUSIONS THAT APPLY TO BODILY INJURY, PROPERTY DAMAGE, PERSONAL INJURY, AND/OR ADVERTISING INJURY

Exclusions 2. is deleted and replaced with the following:

2. “We” do not pay for “bodily injury”, “property damage”, “personal injury”, or “advertising injury” that arises out of the rendering or the failure to render a professional service, except as covered under Incidental Medical Malpractice Injury Coverage. However, this exclusion does not apply to “bodily injury”, “property damage”, “personal injury”, or “advertising injury” arising out of the rendering or the failure to render “home health care consultation services” by a “home health care professional” or “home health care services provider”.

The following exclusion is added:

“We” do not pay for “bodily injury”, “property damage”, “personal injury”, or “advertising injury” arising out of:

- a. the rendering or failure to render “home health care consultation services” by or with the knowledge or consent of an “insured” that involves:
 - 1) a willful violation of a regulation or statute relating to a “home health care professional” or a “home health care services provider”; or
 - 2) a violation of a criminal or penal statute or a criminal act;
- b. the administering of any product, drug, cosmetic or device into or onto the body, except for demonstration purposes as a part of “home health care consultation services”; or
- c. the rendering or failure to render professional services by a pharmacist, physician, surgeon, physician assistant, dentist, nurse anesthetist, nurse practitioner, midwife, or any health care professional licensed by law to prescribe medications. However, “your” “medical

director" is covered for vicarious liability arising out of "your" acts or omissions to which this insurance applies.

HOW MUCH WE PAY

HOW MUCH WE PAY, 1. is deleted and replaced with the following:

1. The "limits" shown on the "declarations" and subject to the following conditions, are the most "we" pay regardless of the number of:
 - a) "insureds" under the Commercial Liability Coverages;

- b) persons or organizations who sustain injury or damage;
- c) claims made or "suits" brought; or
- d) policy periods involved.

"Our" total liability under Commercial Liability Coverages for "damages" resulting from one loss will not exceed the "limits" shown on the "declarations" page. All "bodily injury" and "property damage" resulting from one "occurrence" or all "personal and advertising injury" resulting from one offense is considered the result of one loss.

However, the payment of a claim under Coverage M does not mean that "we" admit "we" are liable under other coverages.

Text and Font Comparison

Documents Compared

Pm1093 0303.pdf

PM 1093C (07-08).pdf

Summary

727 word(s) added

426 word(s) deleted

64 word(s) matched

64 word(s) differ in font

To see where the changes are, please scroll down.

~~This endorsement changes the Commercial Liability coverage provided by this policy~~
~~PLEASE READ THIS CAREFULLY~~

~~SUPPLEMENTAL COVERAGE~~ ~~HOME HEALTH CARE SERVICES~~ ~~PROFESSIONAL CONSULTATION COVERAGE~~

~~Coverage L and Coverage P of the Commercial Liability Coverage of this policy is amended as shown below, notwithstanding Exclusion 2:~~

~~Supplemental Coverage. The following coverage is added:~~

~~Damages referred to in Coverage L and Coverage P include bodily injury, property damage, personal injury or advertising injury arising out of the rendering or failing to render Professional Consultation Services by a Home Health Care Professional or Home Health Care Services Provider with respect to the conduct of your business.~~

~~EXCLUSIONS~~

~~The following Exclusions are added and apply to this supplemental coverage:~~

~~We do not pay for bodily injury, property damage, personal injury or advertising injury caused by or resulting from:~~

~~1. the willful violation of statute, ordinance, or regulation relating to Professional Consultation Services by or with the knowledge or consent of an insured;~~

~~2. a Home Health Care Professional or Home Health Care Services Provider when rendering professional services other than Professional Consultation Services;~~

~~3. the administering of any product, drug, cosmetic, or device into the body, except for demonstration purposes as a part of Professional Consultation Services;~~

~~4. the administration of any product, drug, cosmetic or device onto the body, except for demonstration purposes as a part of Professional Consultation Services;~~

~~5. rendering or failure to render professional services by a physician, surgeon, physician assistant, dentist, nurse anesthetist, nurse practitioner, or midwife.~~

~~The term includes but is not limited to respiratory therapists, registered nurses, licensed practical nurses, physical therapists and other similar health care professionals.~~

~~2. Home Health Care Services Provider means those individuals who have received training in specialized areas of health care services.~~

~~The term includes but is not limited to orthotic fitters, certified nursing assistants, personal care companions, oxygen technicians and similar home health care providers.~~

~~3. Professional Consultation Services means the following:~~

~~a. Advising and instructing when such advice and instruction is recognized as part of the professional duty of the Home Health Care Professional or Home Health Care Services Provider under the laws of the state;~~

~~b. Screening procedures. These screening procedures do not include diagnostic procedures or any other procedures taken for the purpose of determining diagnosis or treatment.~~

~~HOW MUCH WE PAY~~

~~The following is added to how much we pay:~~

~~For the coverage provided by this supplemental coverage part, any act or omission and all related acts or omissions in the furnishing of Professional Consultation Services to any one person is considered one occurrence.~~

~~ADDITIONAL DEFINITIONS~~

~~The following definitions apply to this coverage:~~

~~4. Home Health Care Professional means those health care professionals whose professional duties are ancillary or supplemental to the duties of a physician, surgeon, dentist and all other licensed by law to prescribe medications, all of whom are specifically excluded.~~

This endorsement changes the Commercial Liability Coverages provided by this Policy

– Please Read This Carefully –

Home Health Care Consultation Services Liability

With respect to the coverage provided by this endorsement, the Commercial Liability Coverages are amended as follows. All other provisions of the policy apply.

DEFINITIONS

The following definitions are added:

"Home health care professional" means an individual whose professional duties are ancillary or supplemental to the duties of a physician, surgeon, dentist or other professional licensed by law to prescribe medications. "Home health care professional" includes a registered nurse, licensed practical nurse, respiratory therapist, physical therapist, orthotist or other similar health care professional. "Home health care professional" does not include a pharmacist, physician, surgeon, physician assistant, dentist, nurse anesthetist, nurse practitioner, midwife, or any health care professional licensed by law to prescribe medications.

"Home health care services provider" means an individual who has received training in specialized areas of home health care services. "Home health care services provider" includes an orthotic fitter, certified nursing assistant, oxygen technician or other similar health care provider. "Home health care services provider" does not include a pharmacist, physician, surgeon, physician assistant, dentist, nurse anesthetist, nurse practitioner, midwife, or any health care professional licensed by law to prescribe medications.

"Home health care consultation services" means advising and instructing "your" patient, or caregiver of "your" patient, by a "home health care professional" or "home health care services provider" when such advice and instruction is the recognized duty of the "home health care professional" or "home health care services provider". "Home health care consultation services" includes health screening activities, but does not include laboratory procedures or any other procedures taken for the purpose of determining medical diagnosis or treatment.

"Medical Director" means a licensed physician or medical organization with which "you" have a written contract.

EXCLUSIONS

EXCLUSIONS THAT APPLY TO BODILY INJURY, PROPERTY DAMAGE, PERSONAL INJURY, AND/OR ADVERTISING INJURY

Exclusions 2. is deleted and replaced with the following:

2. "We" do not pay for "bodily injury", "property damage", "personal injury", or "advertising injury" that arises out of the rendering or the failure to render a professional service, except as covered under Incidental Medical Malpractice Injury Coverage. However, this exclusion does not apply to "bodily injury", "property damage", "personal injury", or "advertising injury" arising out of the rendering or the failure to render "home health care consultation services" by a "home health care professional" or "home health care services provider"

The following exclusion is added:

"We" do not pay for "bodily injury", "property damage", "personal injury", or "advertising injury" arising out of:

- a. the rendering or failure to render "home health care consultation services" by or with the knowledge or consent of an "insured" that involves:
 - 1) a willful violation of a regulation or statute relating to a "home health care professional" or a "home health care services provider"; or
 - 2) a violation of a criminal or penal statute or a criminal act;
- b. the administering of any product, drug, cosmetic or device into or onto the body, except for demonstration purposes as a part of "home health care consultation services"; or
- c. the rendering or failure to render professional services by a pharmacist, physician, surgeon, physician assistant, dentist, nurse anesthetist, nurse practitioner, midwife, or any health care professional licensed by law to prescribe medications. However, "your" "medical

director" is covered for vicarious liability arising out of "your" acts or omissions to which this insurance applies.

HOW MUCH WE PAY

HOW MUCH WE PAY 1. is deleted and replaced with the following:

1. The "limits" shown on the "declarations" and subject to the following conditions, are the most "we" pay regardless of the number of:
 - a) "insureds" under the Commercial Liability Coverages;

b) persons or organizations who sustain injury or damage;

c) claims made or "suits" brought; or

d) policy periods involved.

"Our" total liability under Commercial Liability Coverages for "damages" resulting from one loss will not exceed the "limits" shown on the "declarations" page. All "bodily injury" and "property damage" resulting from one "occurrence" or all "personal and advertising injury" resulting from one offense is considered the result of one loss.

However, the payment of a claim under Coverage M does not mean that "we" admit "we" are liable under other coverages.

This endorsement changes the Commercial Liability Coverages
provided by this Policy

– Please Read This Carefully –

Home Health Care Services Liability

With respect to the coverage provided by this endorsement, the Commercial Liability Coverages are amended as follows. All other provisions of the policy apply.

DEFINITIONS

The following definitions are added:

“Home health care professional” means an individual whose professional duties are ancillary or supplemental to the duties of a physician, surgeon, dentist or other professional licensed by law to prescribe medications. “Home health care professional” includes a registered nurse, licensed practical nurse, respiratory therapist, physical therapist, orthotist or other similar health care professional.

“Home health care professional” does not include a pharmacist, physician, surgeon, physician assistant, dentist, nurse anesthetist, nurse practitioner, midwife, or any health care professional licensed by law to prescribe medications.

“Home health care services provider” means an individual who has received training in specialized areas of home health care services. “Home health care services provider” includes an orthotic fitter, certified nursing assistant, oxygen technician, personal care companion, or other similar health care provider.

“Home health care services provider” does not include a pharmacist, physician, surgeon, physician assistant, dentist, nurse anesthetist, nurse practitioner, midwife, or any health care professional licensed by law to prescribe medications.

“Home health care services” means:

- a. advising and instructing “your” patient, or caregiver of “your” patient, by a “home health care professional” or “home health care services provider” when such advice and instruction is the recognized duty of the “home health care professional” or “home health care services provider”;
- b. administering of drugs by a “home health care professional” or “home health care services provider” whose professional duties include this activity as recognized by the licensing laws and regulations of the state in which the “home health

care professional” or “home health care services provider” is practicing;

- c. nursing, social or therapeutic treatment, or assistance with the essential activities of daily living; or
- d. other duties of a professional nature recognized as part of the duties of a “home health care professional” or “home health care services provider” by the licensing laws and regulations of the state in which the “home health care professional” or “home health care services provider” is practicing and licensed.

“Medical Director” means a licensed physician or medical organization with whom “you” have a written contract.

EXCLUSIONS

EXCLUSIONS THAT APPLY TO BODILY INJURY, PROPERTY DAMAGE, PERSONAL INJURY, AND/OR ADVERTISING INJURY

2. Exclusions a. is deleted and replaced with the following:

- a. “We” do not pay for “bodily injury”, “property damage”, “personal injury”, or “advertising injury” that arises out of the rendering or the failure to render a professional service, except as covered under Incidental Medical Malpractice Injury Coverage. However, this exclusion does not apply to “bodily injury”, “property damage”, “personal injury”, or “advertising injury” arising out of the rendering or the failure to render “home health care services” by a “home health care professional” or “home health care services provider”.

The following exclusion is added:

“We” do not pay for “bodily injury”, “property damage”, “personal injury”, or “advertising injury” arising out of:

- a. the rendering or failure to render “home health care services” by or with the knowledge or consent of an “insured” that involves:
 - 1) a willful violation of a regulation or statute relating to a “home health care professional” or a “home health care services provider”; or
 - 2) a violation of a criminal or penal statute or a criminal act;
- b. the rendering or failure to render professional services by a pharmacist, physician, surgeon, physician assistant, dentist, nurse anesthetist, nurse practitioner, midwife, or any health care professional licensed by law to prescribe medications. However, “your” “medical director” is covered for vicarious liability arising out of “your” acts or omissions to which this insurance applies;
- c. laboratory procedures; or
- d. liability as an owner or operator of any institution which provides overnight bed and board, including, but not limited to hospitals, retirement facilities, or clinics. Paragraph d. does not apply to a sleep lab facility.

HOW MUCH WE PAY

HOW MUCH WE PAY, 1. is deleted and replaced with the following:

1. The “limits” shown on the “declarations” and subject to the following conditions, are the most “we” pay regardless of the number of:
 - a) “insureds” under the Commercial Liability Coverages;
 - b) persons or organizations who sustain injury or damage;
 - c) claims made or “suits” brought; or
 - d) policy periods involved.

“Our” total liability under Commercial Liability Coverages for “damages” resulting from one loss will not exceed the “limits” shown on the “declarations” page. All “bodily injury” and “property damage” resulting from one “occurrence” or all “personal and advertising injury” resulting from one offense is considered the result of one loss.

However, the payment of a claim under Coverage M does not mean that “we” admit “we” are liable under other coverages.

Text and Font Comparison

Documents Compared

Pm1098 0203.pdf

PM 1098C (07-08).pdf

Summary

810 word(s) added

412 word(s) deleted

85 word(s) matched

85 word(s) differ in font

To see where the changes are, please scroll down.

~~This endorsement changes the Commercial Liability coverage provided by this policy~~
~~PLEASE READ THIS CAREFULLY~~

~~SUPPLEMENTAL COVERAGE~~ ~~HOME HEALTH CARE SERVICES~~ ~~PROFESSIONAL LIABILITY COVERAGE~~

~~Coverage L and Coverage P of the Commercial Liability Coverage of this policy are amended as shown below, notwithstanding Exclusion 2:~~

~~Supplemental Coverage. The following coverage is added:~~

~~Damages referred to in Coverage L and Coverage P include bodily injury, property damage, personal injury or advertising injury arising out of the rendering or failing to render Home Health Care Services within the scope of their professional licensing by a Home Health Care Professional or Home Health Care Services Provider with respect to the conduct of your business.~~

EXCLUSIONS

~~The following Exclusions are added and apply to this supplemental coverage:~~

~~We do not pay for bodily injury, property damage, personal injury or advertising injury caused by or resulting from:~~

- ~~1. the willful violation of statute, ordinance, or regulation relating to Home Health Care Services by or with the knowledge or consent of an insured;~~
- ~~2. liability for rendering or failure to render professional services by a physician, surgeon, physician assistant, dentist, nurse anesthetist, nurse practitioner, or midwife;~~
- ~~3. liability as an owner or operator of any institution which provides overnight bed and board including, but not limited to hospitals, retirement facilities or clinics;~~
- ~~4. laboratory procedures;~~

ADDITIONAL DEFINITIONS

~~The following definitions apply to this coverage:~~

- ~~1. Home Health Care Professional means those health care professionals whose professional duties are ancillary or supplemental to the duties of a physician, surgeon, physician assistant, dentist, nurse anesthetist, nurse practitioner, or midwife.~~

~~The term includes but is not limited to respiratory therapists, registered nurses, licensed practical nurses, physical therapists, and similar professionally designated health care professionals.~~

- ~~2. Home Health Care Services Provider means those individuals who have received training in specialized areas of health care services:~~

~~The term includes but is not limited to orthotic fitters, certified nursing assistants, personal care companions, oxygen technicians and similar health care providers.~~

- ~~3. Home Health Care Services means the following:~~

- ~~a. Advising and instructing when such advice and instruction is recognized as part of the professional duty of the Home Health Care Professional or Home Health Care Services Provider.~~
- ~~b. Drug administration by an individual whose professional duties include this activity as recognized by the licensing laws and regulations of the state in which that individual is practicing.~~
- ~~c. Nursing, social, or therapeutic treatment and/or assistance with the essential activities of daily living.~~
- ~~d. Other duties of a professional nature recognized by the licensing laws and regulations of the state in which the Home Health Care Professional is practicing and licensed.~~

HOW MUCH WE PAY

~~The following is added to how much we pay:~~

~~For the coverage provided by this form, any act or omission and all related acts or omissions in the furnishing Home Health Care Services to any one person is considered one occurrence.~~

This endorsement changes the Commercial Liability Coverages provided by this Policy

– Please Read This Carefully –

Home Health Care Services Liability

With respect to the coverage provided by this endorsement, the Commercial Liability Coverages are amended as follows. All other provisions of the policy apply.

DEFINITIONS

The following definitions are added:

“Home health care professional” means an individual whose professional duties are ancillary or supplemental to the duties of a physician, surgeon, dentist or other professional licensed by law to prescribe medications. “Home health care professional” includes a registered nurse, licensed practical nurse, respiratory therapist, physical therapist, orthotist or other similar health care professional. “Home health care professional” does not include a pharmacist, physician, surgeon, physician assistant, dentist, nurse anesthetist, nurse practitioner, midwife, or any health care professional licensed by law to prescribe medications.

“Home health care services provider” means an individual who has received training in specialized areas of home health care services. “Home health care services provider” includes an orthotic fitter, certified nursing assistant, oxygen technician, personal care companion, or other similar health care provider. “Home health care services provider” does not include a pharmacist, physician, surgeon, physician assistant, dentist, nurse anesthetist, nurse practitioner, midwife, or any health care professional licensed by law to prescribe medications.

“Home health care services” means:

- a. advising and instructing “your” patient, or caregiver of “your” patient, by a “home health care professional” or “home health care services provider” when such advice and instruction is the recognized duty of the “home health care professional” or “home health care services provider”;
- b. administering of drugs by a “home health care professional” or “home health care services provider” whose professional duties include this activity as recognized by the licensing laws and regulations of the state in which the “home health

care professional” or “home health care services provider” is practicing;

- c. nursing, social or therapeutic treatment, or assistance with the essential activities of daily living; or
- d. other duties of a professional nature recognized as part of the duties of a “home health care professional” or “home health care services provider” by the licensing laws and regulations of the state in which the “home health care professional” or “home health care services provider” is practicing and licensed.

“Medical Director” means a licensed physician or medical organization with whom “you” have a written contract.

EXCLUSIONS

EXCLUSIONS THAT APPLY TO BODILY INJURY, PROPERTY DAMAGE, PERSONAL INJURY, AND/OR ADVERTISING INJURY

2. Exclusions a. is deleted and replaced with the following:

- a. “We” do not pay for “bodily injury”, “property damage”, “personal injury”, or “advertising injury” that arises out of the rendering or the failure to render a professional service, except as covered under Incidental Medical Malpractice Injury Coverage. However, this exclusion does not apply to “bodily injury”, “property damage”, “personal injury”, or “advertising injury” arising out of the rendering or the failure to render “home health care services” by a “home health care professional” or “home health care services provider”.

The following exclusion is added:

“We” do not pay for “bodily injury”, “property damage”, “personal injury”, or “advertising injury” arising out of:

- a. the rendering or failure to render "home health care services" by or with the knowledge or consent of an "insured" that involves:
 - 1) a willful violation of a regulation or statute relating to a "home health care professional" or a "home health care services provider"; or
 - 2) a violation of a criminal or penal statute or a criminal act;
- b. the rendering or failure to render professional services by a pharmacist, physician, surgeon, physician assistant, dentist, nurse anesthetist, nurse practitioner, midwife, or any health care professional licensed by law to prescribe medications. However, "your" "medical director" is covered for vicarious liability arising out of "your" acts or omissions to which this insurance applies;
- c. laboratory procedures; or
- d. liability as an owner or operator of any institution which provides overnight bed and board, including, but not limited to hospitals, retirement facilities, or clinics. Paragraph d. does not apply to a sleep lab facility.

HOW MUCH WE PAY

HOW MUCH WE PAY, 1. is deleted and replaced with the following:

- 1. The "limits" shown on the "declarations" and subject to the following conditions, are the most "we" pay regardless of the number of:
 - a) "insureds" under the Commercial Liability Coverages;
 - b) persons or organizations who sustain injury or damage;
 - c) claims made or "suits" brought; or
 - d) policy periods involved.

"Our" total liability under Commercial Liability Coverages for "damages" resulting from one loss will not exceed the "limits" shown on the "declarations" page. All "bodily injury" and "property damage" resulting from one "occurrence" or all "personal and advertising injury" resulting from one offense is considered the result of one loss.

However, the payment of a claim under Coverage M does not mean that "we" admit "we" are liable under other coverages.

This endorsement changes the Commercial Liability Coverages
provided by this Policy

- Please Read This Carefully -

FINANCIAL LOSS LIABILITY

SCHEDULE

Financial Loss Liability - Each Occurrence Limit:	\$ 50,000
- Aggregate Limit:	\$ 50,000

With respect to the coverage provided by this endorsement, the Commercial Liability Coverage is amended as follows. All other provisions of the policy apply.

DEFINITIONS

The following definitions are added:

"Customer" means a person, company, or institution with whom "you" have a legally binding contract to provide products or services.

"Financial Loss" means the actual loss of net income (net profit or loss before income taxes) by "your" "customer", including fines, penalties, or fees incurred by "your" "customer", caused by:

1. a delay in or lack of performance by "you" or on "your" behalf; or
2. the failure of "your work" to meet the level of performance, quality, or fitness required by the contract;

PRINCIPAL COVERAGES

The following Principal Coverages is added:

FINANCIAL LOSS LIABILITY

1. Insuring Agreement

"We" pay all sums which an "insured" becomes legally obligated to pay as "damages" due to "financial loss" to which this insurance applies.

The "financial loss" must be caused by "your" act of rendering or failure to render "pharmacy services" which takes place in the "coverage territory". The act causing the "financial loss" must occur during the policy period.

EXCLUSIONS

EXCLUSIONS THAT APPLY ONLY TO FINANCIAL LOSS LIABILITY

1. "We" do not pay for "financial loss" arising out of the rendering or the failure to render a professional service. However, this exclusion does not apply to "financial loss" that arises out of the rendering or the failure to render "pharmacy services".
2. "We" do not pay for "financial loss" caused directly or indirectly by the following:
 - a. war, including undeclared or civil war;
 - b. warlike action by a military force, including action that is hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or
 - c. insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

Such "financial loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

3. "We" do not pay for "financial loss" arising out of an act committed by or directed by an "insured" who knew that "financial loss" could occur as a result of the act.
4. "We" do not pay for "financial loss" arising out of any dishonest, fraudulent, criminal, or malicious acts, errors, or omissions committed by the "insured" or with the "insured's" knowledge and consent.
5. "We" do not pay for "financial loss" arising out of the willful violation of an ordinance, statute, or regulation.
6. "We" do not pay for "bodily injury", "property damage", "personal injury" or "advertising injury".
7. "We" do not pay for "financial loss" which is assumed by the "insured" under a contract or an agreement. However, this exclusion does not apply to "financial loss" that an "insured" would have had in the absence of the contract or agreement.
8. "We" do not pay for "financial loss" arising out of an oral or written publication of material done by or at the direction of the "insured".
9. "We" do not pay for "financial loss", cost or expense arising out of:
 - a. the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, escape, or emission of "pollutants" at any time; or
 - b. any request, demand, order, statute, or regulation that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of "pollutants"; or
 - c. any claim or "suit" by or on behalf of any governmental authority relating to testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of "pollutants".

10. "We" do not pay for "financial loss" arising out of any violation of intellectual property rights, including infringement of trademark, trade-secret, or patent rights or copyright.

HOW MUCH WE PAY

The following are added only with respect to the coverage provided by this endorsement:

1. The Financial Loss Liability "limits" shown on the Schedule are the most "we" will pay for "damages" and related defense costs, regardless of the number of:
 - a. "insureds" under this Financial Loss Liability coverage;
 - b. persons, organizations, or governmental agencies making claims or bringing "suits";
 - c. claims made or "suits" brought; or
 - d. policy periods involved.
2. The Financial Loss Liability - Aggregate Limit shown on the Schedule is the most "we" will pay for the sum of all "damages" and related defense costs arising out of all claims covered by Financial Loss Liability for each policy term.
3. The Financial Loss Liability - Each Occurrence Limit shown on the Schedule, subject to the Financial Loss Liability - Aggregate Limit shown in the Schedule, is the most "we" will pay for the sum of all "damages" and related defense costs arising out of a single "occurrence".

A single "occurrence" means any act or omission and all related acts or omissions in the rendering or the failure to render "pharmacy services" for a "customer".

Any loss of net income included within "damages" is limited to the 12 consecutive months immediately following the act which causes the "financial loss".

SERFF Tracking Number:	PHAR-125566637	State:	Arkansas
Filing Company:	Pharmacists Mutual Insurance Company	State Tracking Number:	EFT \$150
Company Tracking Number:	AR-CL-07-08-F		
TOI:	05.2 Commercial Multi-Peril - Liability Portion	Sub-TOI:	05.2003 Commercial Package Only
Product Name:	Adopt AAIS revised Commercial Liability revisions		
Project Name/Number:	/		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: PHAR-125566637 State: Arkansas
Filing Company: Pharmacists Mutual Insurance Company State Tracking Number: EFT \$150
Company Tracking Number: AR-CL-07-08-F
TOI: 05.2 Commercial Multi-Peril - Liability Portion Sub-TOI: 05.2003 Commercial Package
Only
Product Name: Adopt AAIS revised Commercial Liability revisions
Project Name/Number: /

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty

Review Status: Approved 04/14/2008

Comments:
Attachment:
industry_rates_PCtransDoc_intelligent.pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
	g. SERFF Filing #:	
h. Subject Codes		

3. Group Name					Group NAIC #
4. Company Name(s)	Domicile	NAIC #	FEIN #	State #	

5. Company Tracking Number	
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6. Name and address	Title	Telephone #s	FAX #	e-mail
7. Signature of authorized filer				
8. Please print name of authorized filer				

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)				
10. Sub-Type of Insurance (Sub-TOI)				
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]				
12. Company Program Title (Marketing title)				
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)			
14. Effective Date(s) Requested	New:		Renewal:	
15. Reference Filing?	<input type="checkbox"/> Yes <input type="checkbox"/> No			
16. Reference Organization (if applicable)				
17. Reference Organization # & Title				
18. Company's Date of Filing				
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved			

Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #	
21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]	

[illegible]

***Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)

(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #				
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)				
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

RATE/RULE FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes rate-related items such as Rate; Rule; Rate & Rule; Reference; Loss Cost; Loss Cost & Rule or Rate, etc.)

(Do not refer to the body of the filing for the component/exhibit listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	
2.	This filing corresponds to form filing number (Company tracking number of form filing, if applicable)	

☐ Rate Increase

☐ Rate Decrease

☐ Rate Neutral (0%)

3.	Filing Method (Prior Approval, File & Use, Flex Band, etc.)	
4a.	Rate Change by Company (As Proposed)	

Company Name	Overall % Indicated Change (when applicable)	Overall % Rate Impact	Written premium change for this program	# of policyholders affected for this program	Written premium for this program	Maximum % Change (where required)	Minimum % Change (where required)

4b.	Rate Change by Company (As Accepted) For State Use Only						
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Company Name	Overall % Indicated Change (when applicable)	Overall % Rate Impact	Written premium change for this program	# of policyholders affected for this program	Written premium for this program	Maximum % Change	Minimum % Change

5. Overall Rate Information (Complete for Multiple Company Filings only)			
		COMPANY USE	STATE USE
5a	Overall percentage rate indication (when applicable)		
5b	Overall percentage rate impact for this filing		
5c	Effect of Rate Filing – Written premium change for this program		
5d	Effect of Rate Filing – Number of policyholders affected		

6.	Overall percentage of last rate revision	
7.	Effective Date of last rate revision	
8.	Filing Method of Last filing (Prior Approval, File & Use, Flex Band, etc.)	

9.	Rule # or Page # Submitted for Review	Replacement or withdrawn?	Previous state filing number, if required by state
01		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	
02		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	
03		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	